# CITY OF NEWTON PURCHASING DEPARTMENT

# CONTRACT FOR POLICE DEPARTMENT

# PROJECT MANUAL:

POLICE FIRING RANGE RENOVATION

**INVITATION FOR BID #17-58** 

(Re-Bid for #17-45)

Pre-Bid Meeting: February 2, 2017 at 10:30 a.m.

Bid Opening Date: February 9, 2017 at 10:30 a.m.

JANUARY 2017 Setti D. Warren, Mayor

# CITY OF NEWTON PROJECT MANUAL TABLE OF CONTENTS POLICE FIRING RANGE RENOVATION

		Page #
Cover Parable of	age Contents	1 2
1.	- Invitation for Bid	3-4
2.	- Instructions to Bidders	5-8
3.	- Bid Form	9-11
4.	- Bidder's Qualifications and References Form Certificate of Non-Collusion Debarment Letter IRS Form W-9	12-13 14 15 16
5.	<ul> <li>Contract Forms (Informational only. Not required at time of bid submittal)         Certificate of Authority         Certification of Tax Compliance         Payment Bond     </li> </ul>	18-19 20 21 22
6.	- General Conditions of the Contract	23-28
7.	- Special Conditions	29-34
8.	- Wages Rate Requirements  Department of Labor Minimum Wage Rates  Notice to Awarding Authorities  Statement of Compliance  Weekly Payroll Report Form	35 36-66 67 68 69
9.	- Scope of Work Specifications Firing Range Equipment Exising Range Equipment Cleaning / Demo Equipment Details	70-71 72 73-76

# **END OF SECTION**

# **CITY OF NEWTON**

# PURCHASING DEPARTMENT

# **INVITATION FOR BID #17-58**

The City of Newton invites sealed bids in accordance with M.G.L. c.149 from Contractors for

#### POLICE FIRING RANGE RENOVATION

Pre-Bid Meeting: 10:30 a.m., Thursday, February 2, 2017 at Newton Police Station,

1321 Washington Street, West Newton, MA 02465

Bids will be received until: 10:30 a.m., Thursday, February 9, 2017

at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

The pre-bid meeting is **NOT** mandatory. However, all bidders are encouraged to attend the pre-bid meeting. No allowance or adjustment to the contract price will be made on account of bidder's failure to become fully familiar with local conditions affecting the cost of work.

Work for this contract consists of removing and installation of a target retrieval system, shooting stalls and bullet trap and other improvements as fully described in the Technical Specifications.

Time is of the essence on this project. Work is expected to begin upon execution of this contract and must be substantially completed by April 30, 2017.

Contract Documents will be available for pickup at the Purchasing Department or by downloading them from www.newtonma.gov/bids , after 10:00 a.m., January 26, 2017. There is no charge for contract documents.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, cash, certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids shall be submitted as one ORIGINAL and two COPIES. Award shall be made to the lowest responsible and eligible bidder including all accepted alternates.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. Wages are subject to minimum wage rates determined by the Massachusetts Department of Labor Standards pursuant to M.G.L. Chapter 149, §§26 through 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year or at each renewal, as applicable. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a Labor and Materials Payment Bond, in the amount of 50% of the contract total.

The costs of any bond and any insurance required in this Invitation For Bid are the responsibility of the bidder; such costs will not be reimbursed by City and should be included in your bid.

It is the sole responsibility of the contractor downloading these bids to ensure it has received any and all addenda prior to the bid opening. If you dowload bids from the internet site and would like to make it known that your company has done so, you may fax or email <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> the Purchasing Department. (617-796-1227) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: <a href="mailto:jfairley@newtonma.gov">jfairley@newtonma.gov</a> or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

Nicholas Read Chief Procurement Officer January 26, 2017

# **CITY OF NEWTON**

# DEPARTMENT OF PURCHASING

# INSTRUCTIONS TO BIDDERS

# ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
  - 1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  - 2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or visit work site will not relieve any Bidder from any obligation under the bid as submitted.

# ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday**, **February 3**, **2017 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and reference INVITATION FOR BID #17-58.

#### **ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form 17-58," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submisssion date. Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the \ outside:
  - \* GENERAL BID FOR: #17-58
  - \* NAME OF PROJECT: Police Firing Range Renovation
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and two **copies.**
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
  - 1. This requirement will apply to any general bid or sub bid submitted.
  - 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  - 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

# **ARTICLE 5 - ALTERNATES**

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

# ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices on Bid Form 17-58 for construction services set forth in the Scope of Work at pp. 70-76, below. It is the City's intent to award one (1) contract to the responsive and eligible bidder offering the lowest Total Project Price. Bidders must also provide, on the Bid Form, a breakdown of their Total Project Price. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

# **ARTICLE 8 - TAXES**

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

# ARTICLE 9 - PROPRIETARY SPECIFICATIONS

9.1 The City has used a proprietary specification to describe the supply listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City states in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. In the event that the Bidder wishes to substitute an equal item, it may do so either in its bid or proposal or after the contract is awarded but before a contract is executed, it being understood that the award shall be conditioned on the Bidder providing the item originally specified or an equal item accepted by the City and identified in the contract. In no event shall the Bidder be entitled to offer, or the City obliged to consider, the substitution of an item as equal after execution of a contract.

In the event the Bidder substitutes or attempts to substitute an "equal" item after that date, it shall be in breach thereof and be liable for actual and consequential damages resulting from its failure to perform as agreed. The City shall have the sole right to determine whether or not said item is equal.

9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

# ARTICLE 10 - ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

# **CITY OF NEWTON**

# **DEPARTMENT OF PURCHASING**

# **BID FORM #17-58**

<b>A.</b>	The undersigned proposes to furnish all labor and materials required in accord by the City of Newton entitled:	ance with the Contract Documents supplied
	POLICE FIRING RANGE RENOVATION	
	for the contract price specified below, subject to additions and deduction account	rding to the terms of the specifications.
В.	This bid includes addenda number(s),,,	
C.	The proposed contract price is as follows:	
	1. TOTAL PROJECT PRICE	
	(The figure inserted above shall be the proposed contract price for Sco	_DOLLARS (\$).  ope of Work services.)
	2. BREAKDOWN OF TOTAL PROJECT PRICE:	
	<b>TASK 1</b> Removal of existing Caswell Target Retrieval System, Shooting Stalls, Master Controller and Steel Bullet Trap.	<b>\$</b>
	<b>TASK 2 -</b> Shooting stalls for 3 lanes with ballistic panels (minimum of top half clear).	<b>\$</b>
	TASK 3 - Wireless Target Retrieval System, Local Lane Controller at Each Lane, Programmable Master Controller, 360° Turning Target	\$
	TASK 4 - Granulated Rubber Bullet Trap	<b>\$</b>
	OTHER:	\$
	COMPANY:	
D.	Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange be issued earlier than the general goal of within 30 days of receipt of the discounted prices. Discounts will not be considered in determining the lowest	invoice only when in exchange for
	Prompt Payment Discount	

\_\_Days

Prompt Payment Discount \_\_\_\_\_\_%\_\_\_

- **E.** The undersigned has completed and submits herewith the following documents:
  - O Signed Bid Form, 3 pages
  - O Bidder's Qualifications and References Form, 2 pages
  - O Certificate of Non-Collusion, 1 page
  - O Debarment Letter, 1 page
  - O IRS Form W-9, 1 page
  - O A five percent (5%) bid deposit/bid guarantee.
- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 50% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30, Section 39M. The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies that s/he intends to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms, and that s/he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G.	Environmentally preferable products information contract):	tion (which is requested but which will not be considered in awarding a
	Description of environmental attributes of Bio	lder's goods or services:
	Steps taken to (a) identify any positive or neg those attributes are being addressed as part of	ative environmental attributes of products or services and (b) insure that operations:
	Date	(Name of General Bidder)
		BY:
		(Printed Name and Title of Signatory)
		(Business Address)
		(City, State, Zip)
		(Telephone) (FAX)
		(E-mail address)
NOTE:	if a partnership, give full names and resider	of incorporation under signature, and affix corporate seal; attial addresses of all partners; if an individual, give residential address if rating as a d/b/a give full legal identity. Attach additional pages as
		END OF SECTION

# **CITY OF NEWTON**

# BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

	IRM NAME:
W	/HEN ORGANIZED:
IN	NCORPORATED? YES NO DATE AND STATE OF INCORPORATION:
IS	S YOUR BUSINESS A MBE?YESNO WBE?YESNO or MWBE?YES
	IST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATE OFCOMPLETION:
_	AVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO
_	YES, WHERE AND WHY?
	AVE YOU EVER DEFAULTED ON A CONTRACT? YES NO FYES, PROVIDE DETAILS.
L	IST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:
_	
F	N THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETEIN IRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACT E LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.
_	
P	ROJECT NAME:

		DATE COMPLETED:
PUBLICLY BID?	_YES	NO
CONTACT PERSON:		TELEPHONE #:)
		:
		(i.e., contract manager, purchasing agent, etc.)
		(not, contract manager, parenasing agent, etc.)
PROJECT NAME:		
CITY/STATE:		
DOLLAR AMOUNT: \$ _		DATE COMPLETED:
PUBLICLY BID?		
CONTACT PERSON:		TELEPHONE #: ()
		:
		(i.e., contract manager, purchasing agent, etc.)
		(not, contact manager, paromosing agent, cor)
CITY/STATE:		
		DATE COMPLETED:
PUBLICLY BID?		NO
TYPE OF WORK?:		
CONTACT PERSON:		TELEPHONE #: ()
CONTACT PERSON'S R	RELATION TO PROJECT?	:
		(i.e., contract manager, purchasing agent, etc.)
PROIFCT NAME:		
CITY/STATE:		
DOLLAR AMOUNT: ¢		DATE COMPLETED:
PUBLICLY BID?		
CONTACT PERSON:		TELEPHONE #:( )
	DELATION TO DECIDOTE	
CONTACT PERSON'S R	ELATION TO PROJECT?	(i.e. contract manager numbering agent etc.)
		(i.e., contract manager, purchasing agent, etc.)
The undersigned certifies	that the information contain	ned herein is complete and accurate and hereby authorizes and
requests any person, firm,	or corporation to furnish ar	ny information requested by the City in verification of the recita
comprising this statement	of Bidder's qualifications a	nd experience.
DATE:	BIDDER:	
SIGNATURE:		
PRINTED NAME:		TITLE:

END OF SECTION

10.

# **CERTIFICATE OF NON-COLLUSION**

submitted in good faith and without collusion or fraud with an	bid or proposal has been made and submitted in good faith and ny other person. As used in this certification, the word "person" shall union, committee club, or other organization, entity, or group or
	(Signature of individual)
	Name of Business

# City of Newton



# **Purchasing Department**

Nicholas Read *⊕ Chief Procurement Officer*1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing @ newtonma.gov

Telephone (617) 796-1220 Fax: (617) 796-1227 TDD/TTY (617) 796-1089

Date

Mayor Setti D. Warren				
Date				
Vendor				
Re: Debarment Letter for Invitation For Bid #17-58				
As a potential vendor on the above contract, the City requindicating that you are in compliance with the below Fee completing and signing this form.				
Federal Executive Order (E.O.) 12549 "Debarment a individual awards, using federal funds, and all sub-renot debarred, suspended, proposed for debarment, dedepartment or agency from doing business with the E	ecipients certify eclared ineligib	that the or le, or volun	ganization and	l its principals are
I hereby certify under pains and penalties of perjury that neither presently debarred, suspended, proposed for debarment, declar transaction by any federal department or agency.				
				(Name
				(Name
	·			(Address
	PHONE		FAX	
				Signature

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

# (Rev. October 2007) ment of the Treas I Revenue Service

# **Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

c	Name (as shown on your moone tax return)			
000	Business name, if different from above			
Print or type Specific Instructions o	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ►			
Print	Address (number, street, and apt. or suite no.)  Requester's name and address (optional)			
Proper	City, state, and ZIP code			
000	List account number(s) here (optional)			
Pa	Taxpayer Identification Number (TIN)			
bac	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid up withholding. For individuals, this is your social security number (SSN). However, for a resident sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.			
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter.			
Pa	t II Certification	- 22		
Une	or penalties of perjury, I certify that:			
1.	he number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and			
2.	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal levenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has otified me that I am no longer subject to backup withholding, and	- Section		
3.	am a U.S. citizen or other U.S. person (defined below).			
with	fication instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup olding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply nortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement	y.		

arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

# Signature of U.S. person ▶ **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted

## Purpose of Form

Sign

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued)
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

Name

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax.

Therefore, if you are a U.S. person that is a partner in a
partnership conducting a trade or business in the United States,
provide Form W-9 to the partnership to establish your U.S.
status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the

• The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form W-9 (Rev. 10-2007)

CONTRACT FORMS
The awarded bidder will be required to complete and submit documents substantially similar in form to the following.
These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# **CITY-CONTRACTOR AGREEMENT**

# **CONTRACT NO. #17-58**

OF NEWTON, a	ENT made this day of in the year Two Thousand and Seventeen by and between the CITY a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter cITY, acting through its Chief Procurement Officer, but without personal liability to him,
and	hereinafter referred to as the
CONTRACTOR	
The parties heret	o for the consideration hereinafter set forth agree as follows:
ARTICLE 1.	<b>STATEMENT OF WORK.</b> The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:
	POLICE FIRING RANGE RENOVATION
ARTICLE 2.	TIME OF COMPLETION. Time is of the essense on this project. Work is expected to begin upon execution of this contract and shall be substantially completed by April 30, 2017.
ARTICLE 3.	<b>THE CONTRACT PRICE.</b> The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:
	(\$)
ARTICLE 4.	<b>CONTRACT DOCUMENTS.</b> The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
	a. This CITY-CONTRACTOR Agreement;
	b. The City's Invitation for Bid ##17-58 issued by the Purchasing Department;
	c. The Project Manual, <b>POLICE FIRING RANGE RENOVATION</b> , including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s); General Requirements and Project Specifications; and Drawings, if included or referenced therein;
	d. Addenda Number(s);
	e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
	f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the wirtten acknowledge and consent of the CITY.

g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY

after execution of this CITY-CONTRACTOR Agreement.

ARTICLE 5.		owing Alternates have been accepted and their costs are included in d in Article 3 of this Agreement:
	Alternates:	
ARTICLE 6.		S. All applicable federal, state and local laws and regulations are incorporated Contractor agrees to comply with same.
IN WITNESS V	WHEREOF, the parties have ca	used this instrument to be executed under seal the day and year first above written.
CONTRACTO	)R	CITY OF NEWTON
		By Chief Procurement Officer
		Date
Date		D.
Affix Co.	rporate Seal Here	By  Police Chief  Date
the following ac	ity funds are available in ecount number:	Approved as to Legal Form and Character
designee, is auth	that the Mayor, or his norized is execute oprove change orders.	By  Associate City Solicitor
By	roller of Accounts	Date
Date		CONTRACT AND BONDS APPROVED
		By Mayor or his designee
		Date

# **CERTIFICATE OF AUTHORITY - CORPORATE**

1.	I hereby certify that I am the Clerk/Secretary of
	(insert full name of Corporation)
2.	corporation, and that (insert the name of officer who signed the <u>contract and bonds</u> .)
	(insert the name of officer who signed the <b>contract and bonds</b> .)
3.	is the duly elected
	(insert the title of the officer in line 2)
4.	of said corporation, and that on
	(insert a date that is <i>ON OR BEFORE</i> the date the officer signed the <u>contract and bonds</u> .)
	at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that
5.	the (insert <b>title</b> from line 3) (insert <b>title</b> from line 3)
	(insert <b>name</b> from line 2) (insert <b>title</b> from line 3)
	of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.
6.	ATTEST: AFFIX CORPORATE
	ATTEST: AFFIX CORPORATE  (Signature of Clerk or Secretary)* SEAL HERE
7.	Name:
	Name: (Please print or type name in line 6)*
8.	Date:
	(insert a date that is <i>ON OR AFTER</i> the date the officer signed the <u>contract and bonds</u> .)

<sup>\*</sup> The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

# **CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

**Signature of Individual (Mandatory)	*** Contractor's Social Security Number (Voluntary) or Federal Identification Number
Print Name:	Date:
OR	
Company Name (Corporation, Partnership, LLC, etc.)	
By:	
Print Name:	
Date:	

<sup>\*</sup> The provision in this Certification relating to child support applies only when the Contractor is an individual.

<sup>\*\*</sup> Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

<sup>\*\*\*</sup> Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

# CITY OF NEWTON, MASSACHUSETTS

# **PAYMENT BOND**

Know All Men By These Presents: That we, \_\_\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of dollars (\$\_\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. construction of in Newton, Massachusetts. (Project Title) Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30, §39A, and M.G.L. c.149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect. In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_day of\_\_\_\_\_2017. **PRINCIPAL SURETY** (ATTORNEY-IN-FACT) (SEAL) (SEAL) (Title) ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_

# **CITY OF NEWTON**

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

# 1.0 **DEFINITIONS**

# 1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

#### 1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

#### 1.3 OWNER

The term "Owner" is the City of Newton.

# 1.4 CONTRACT OFFICER

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

# 1.5 CONTRACTOR

- 1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.
- 1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

# 1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

# 2.0 <u>CONTRACT ADMINISTRATION</u>

# 2.1 PRE-CONSTRUCTION CONFERENCE

- 2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.
- 2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 2.2 CONTRACT PERIOD

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

# 2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

## 2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

### 2.5 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

# 2.6 APPLICATIONS FOR PAYMENT

- 2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.
- 2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.
- 2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:
  - i. Retention based on the value of its claims against the Contractor,
  - ii. Retention of 5% of the approved amount of the Application for Payment.

#### 2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

# 2.8 GUARANTY AND WARRANTY

# 2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### 2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same.

The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

# 2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

# WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

# COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence

\$1,000,000 aggregate

Property Damage \$500,000 each occurrence

\$1,000,000 aggregate

# **VEHICLE LIABILITY**

Personal Injury \$500,000 each person

\$1,000,000 aggregate

Property Damage \$300,000 each occurrence

\$500,000 aggregate

#### 2.9.2 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

# 2.9.3 CERTIFICATES OF INSURANCE, POLICIES

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

#### 2.9.4 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

# 2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

#### **2.11 BONDS**

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

# 2.12 TERMINATION

#### 2.12.1 TERMINATION FOR CAUSE

- The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
  - a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
  - b. A receiver has been appointed of the Contractor's property.
  - c. All or a part of the Work has been abandoned.
  - d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
  - e. The Owner has determined that the rate of progress required on the project is not being met.
  - f. The Contractor has substantially violated any provisions of this Contract.
- ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.
- iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

# 2.12.2 TERMINATION - NO FAULT

- i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.
- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

# 2.13 PERMITS, FEES, AND NOTICES

- 2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.
- 2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## 2.14 SAFETY REQUIREMENTS

2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

# 2.15 TEMPORARY HEATING

Not required; do not install Removal & Installation of Gym Flooring in any space which is not heated properly.

# 2.16 AVAILABILITY AND USE OF UTILITY SERVICES

2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

# 2.17 DISPUTES

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

# 2.18 LIQUIDATED DAMAGES

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$250.00 for each day of delay. Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the contect of this paragraph, "delay" means failure to complete the work as specified in these documents prior to the duration of the work. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.
- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

# 3.0 SALES TAX EXEMPTION AND OTHER TAXES

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

# 3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### 3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

END OF GENERAL CONDITIONS

# SPECIAL CONDITIONS COMMONWEALTH OF MASSACHUSETTS

# &

# **CITY OF NEWTON**

# **INDEX**

Article 1 - Method of Paying Subcontractors (MGL. C.30, s.39F)
Article 2 - Method of Paying General Contractors (MGL. C.30, s.39K)
Article 3 - Claims for Unforeseen Conditions (MGL. C.30, s.39N)
Article 4 - Claims for Delay (MGL. C.30, s.390)
Article 5 - Decisions and Approvals by Engineer or Architect (MGL. C.30, s.39P)
Article 6 - Preference in Employment, Wages (MGL. C.149, s.26)
Article 7 - Hours of Work (MGL. C.149, s.34)
Article 8 - Work by Foreign Corporations (MGL. C.30, s.39L)

#### SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

# Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

- (1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.
- (a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- (b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- (c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.
- (d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.
- (e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct form a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- (f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit.

  The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

- (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.
- (h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.
- (i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

# Article 2. METHOD OF PAYING GENERAL CONTRACTORS (General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: --Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

# **Article 3. CLAIMS FOR UNFORESEEN CONDITIONS**

# (General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

# **Article 4. CLAIMS FOR DELAY**

# (General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

- (a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- (b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

#### Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

# (General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

# Article 6. PREFERENCE IN EMPLOYMENT, WAGES

# (General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

# **Article 7. HOURS OF WORK**

# (General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

# Article 8. WORK BY FOREIGN CORPORATIONS (General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract, and residing or having a principal place of business outside the Commonwealth.

**END OF SPECIAL CONDITIONS** 

### **CITY OF NEWTON**

# WAGE RATE REQUIREMENTS

#### 1. GENERAL

- **A**. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- **B**. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

# 2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- **B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- **C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- **D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits in pdf format verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B. The Contractor is obiligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- **F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- **G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

**END OF SECTION** 



# THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT DEPARTMENT OF LABOR STANDARDS

# Prevailing Wage Rates

As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H RONALD L. WALKER, II WILLIAM D MCKINNEY

KARYN E. POLITO

Awarding Authority:

City of Newton

IFB #17-58

City/Town: NEWTON

Contract Number: Description of Work:

Police Firing Range Renovation

Job Location:

1321 Washington Street, West Newton, MA 02465

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor,
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.
- . The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years, Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Issue Date: 01/18/2017 Wage Request Number: 20170118-058

Classification Construction	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.32	\$10.91	\$10.89	\$0,00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT teamsters joint council no. 10 zone a	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR Laborers - zone 1	12/01/2016	\$37.60	\$7.45	\$13.80	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. heat & frost insulators local 6 (boston)	12/01/2016	\$33.90	\$11.50	\$7.10	\$0.00	\$52.50
HEAT & PROST INSULATORS LOCAL & (BOSTOR)	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38,90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER Laborers - zone 1	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
BACKHOE/FRONT-END LOADER	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE I	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER Laborers - zone 1	12/01/2016	\$37.60	\$7.45	\$13.80	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 2 of 31

· Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41	
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41	
3	70 `	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36	
- 4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32	
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28	
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23	
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19	
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14	
Note	s:						
ļ							
App	rentice to Journeyworker l	Ratio:1:5					
	TFICIAL MASONRY (INC	L. MASONRY 08/01/201	6 \$50.76	\$10.18	\$19.22	\$0.00	\$80.16
'ERPROOFING LAYERS LOCAL 3 (		02/01/201	7 \$50.76	\$10.18	\$19.79	\$0.00	\$80.73

or apprent	ice rates see "	Apprentice- (	OPERATING ENGINEERS*	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
211111-U EN	OMILLIM LC	cao t		06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	R/GRADE GINEERS LO	R/SCRAP	ER	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
			urneyworker Ratio:1:5						
	L								
	Notes:							ĺ	
		· <del>_</del>		543.08 					
	5	90		\$40.61 \$45.68	\$10.18	\$19.79 \$19.79	\$0.00 \$0.00	\$70.58 \$75.65	
	4	70 80		\$35,53 \$40.61	\$10.18 \$10.18	\$19.79	\$0.00	\$65.50	
	3	60 70		\$30.46	\$10.18	\$19.79	\$0.00	\$60.43	
	1 2	50		\$25.38	\$10.18	\$19.79	\$0.00	\$55.35	
	Step	percent		Apprentice Base Wage		Pension	Unemployment	Total Rate	-
		ve Date -	02/01/2017				Supplemental		
	5	90		\$45.68	\$10.18	\$19.22	\$0.00	\$75.08	
	4	80		\$40.61	\$10.18	\$19.22	\$0.00	\$70.01	
	3	70		\$35.53	\$10.18	\$19.22	\$0.00	\$64.93	
	2	60		\$30.46	\$10.18	\$19.22	\$0.00	\$59.86	
	1	50		\$25.38	\$10.18	\$19.22	\$0.00	\$54.78	
	Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	

Classification	Effective Date	Base Wage	Health	Pension	Supplementat Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.95	\$7.45	\$14.00	\$0.00	\$59.40
For apprentice rates see "Apprentice-LABORER"						
CAISSON & UNDERPINNING LABORER  ABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						•
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR ABORERS - ZONE I	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	09/01/2016	\$37.80	\$9.90	\$17.00	\$0.00	\$64.70
CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2017	\$38.77	\$9.90	\$17.00	\$0.00	\$65.67
	09/01/2017	\$39.78	\$9.90	\$17.00	\$0.00	\$66.68
·	03/01/2018	\$40.78	\$9.90	\$17.00	\$0.00	\$67.68
	09/01/2018	\$41.82	\$9.90	\$17.00	\$0.00	\$68.72
	03/01/2019	\$42.85	\$9.90	\$17.00	\$0.00	\$69.75

Apprentice - CARPENTER - Zone 2 Eastern
---

Effect	ive Date -	09/01/2016				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$18.90	\$9.90	\$1.63	\$0.00	\$30.43
2	60		\$22.68	\$9.90	\$1.63	\$0.00	\$34.21
3	70		\$26.46	\$9.90	\$12.11	\$0.00	\$48.47
4	75		\$28.35	\$9.90	\$12.11	\$0.00	\$50.36
5	80		\$30.24	\$9.90	\$13.74	\$0.00	\$53.88
6	80		\$30.24	\$9.90	\$13.74	\$0.00	\$53.88
7	90		\$34.02	\$9.90	\$15.37	\$0.00	\$59.29
8	90		\$34.02	\$9.90	\$15.37	\$0.00	\$59.29
Effect	ive Date -	03/01/2017				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
	50		\$19.39	\$9.90	\$1.63	\$0.00	\$30.92
1							
2	60		\$23.26	\$9.90	\$1.63	\$0.00	\$34.79
			\$23.26 \$27.14	\$9.90 \$9.90	\$1.63 \$12.11	\$0.00 \$0.00	\$34.79 \$49.15
2	60					\$0.00	
2	60 70		\$27.14	\$9.90	\$12.11	\$0.00	\$49.15
2 3 4	60 70 75		\$27.14 \$29.08	\$9.90 \$9.90	\$12.11 \$12.11	\$0.00 \$0.00	\$49.15 \$51.09
2 3 4 5	60 70 75 80		\$27.14 \$29.08 \$31.02	\$9.90 \$9.90 \$9.90	\$12.11 \$12.11 \$13.74	\$0.00 \$0.00 \$0.00	\$49.15 \$51.09 \$54.66

Apprentice to Journeyworker Ratio:1:5

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 4 of 31

Classification				Effective I	Date Base Wag	ge Health	Pension	Supplemental Unemployment	Total Rate
CEMENT MASC			ING	01/01/20	\$45.67	\$12.20	\$19.41	\$1.30	\$78.58
MCM24181WLOCA	16 3 (142	.W TONY		07/01/20	17 \$46.30	\$12,20	\$19.41	\$1.30	\$79.21
				01/01/20	18 \$46.54	\$12.20	\$19.41	\$1.30	\$79.45
				07/01/20	18 \$46.79	\$12.20	\$19.41	\$1.30	\$79.70
				01/01/20	19 \$47.03	\$12.20	\$19.41	\$1.30	\$79.94
				07/01/20	19 \$47.27	\$12.20	\$19.41	\$1.30	\$80.18
				01/01/20	20 \$47.52	\$12.20	\$19.41	\$1.30	\$80.43
		ntice - <i>CI</i> ve Date -	EMENT MASONRY/PLASTE. 01/01/2017	RING - Eastern Mass	(Newton)				
	Step	percent		Apprentice Base Wag	e Health	Pension	Supplementa Unemployment		
-	l	50		\$22.84	\$12.20	\$12.41	\$0.00		
	2	60							
	3	65		\$27.40 \$29.69	\$12.20 \$12.20	\$14.41 \$15.41	\$1.30 \$1.30		
	4	70		\$31.97	\$12.20	\$15.41	\$1.30		
	5	75		\$34.25	\$12.20	\$17.41	\$1.30		
	6	80							
	7	90		\$36.54 \$41.10	\$12.20	\$18.41	\$1.30		
	,	70		\$41.10	\$12.20	\$19.41	\$1.30	374.01	
	Effecti Step	ve Date - percent	07/01/2017	Apprentice Base Wag	e Health	Pension	Supplementa Unemploymen		
-	1	50		\$23.15	\$12.20	\$12.41	\$0.00	) · \$47.76	
	2	60		\$27.78	\$12.20	\$14.41	\$1.30		
	3	65		\$30.10	\$12.20	\$15.41	\$1.30		
	4	70		\$32.41	\$12.20	\$16.41	\$1.30		
	5	75		\$34.73	\$12.20	\$17.41	\$1.30	\$65.64	
	6	80		\$37.04	\$12.20	\$18.41	\$1.30	\$68.95	
	7	90		\$41.67	\$12.20	\$19.41	\$1.30		
. [	Notes:	Steps 3,4	are 500 hrs. All other steps a	re 1,000 hrs.				   	
<u>.</u>	Appre	ntice to Jou	ırneyworker Ratio:1:3						
HAIN SAW OP BORERS - ZONE I		OR		12/01/20	16 \$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice ra									
LAM SHELLS/ PERATING ENGINI			ETS/HEADING MACHINE	S 12/01/20	16 \$46.38	\$10.00	\$15.25	\$0.00	\$71.63
LIGITING ENGINE	.ciw Lt	~AL 1		06/01/20	17 \$47.38	\$10.00	\$15.25	\$0.00	\$72.63
_				12/01/20	17 \$48.38	\$10.00	\$15.25	\$0.00	\$73.63
			PERATING ENGINEERS"						
OMPRESSOR ( Perating engini				12/01/20	·	\$10.00	\$15.25	\$0.00	\$56.42
				06/01/20		\$10.00	\$15.25	\$0.00	\$57.11
For appractice	tae caa "	Appropries O	PERATING ENGINEERS*	12/01/20	17 \$32.55	\$10.00	\$15.25	\$0.00	\$57.80
ELEADER (BR	IDGE	)	A LIGHTING ENGINEERS	01/01/20	17 \$51.41	\$7.85	\$16.10	\$0.00	\$75.36
AINTERS LOCAL 35	- ZONE	: 2							

Wage Request Number: 20170118-058

Issue Date: 01/18/2017

Page 5 of 31

Issue Date: 01/18/2017

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

20170118-058

Page 6 of 31

Wage Request Number:

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
ELECTRICIANS LOCAL 103	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
ELECTRICIANS LOCAL 103	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17,55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 7 of 31

ELEVATOR CONSTRUCTORS LOCAL 4

Step	ive Date - 09/01/2016 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
. 1	40	\$18.85	\$13.00	\$0.57	\$0.00	\$32.42
2	40	\$18.85	\$13.00	\$0.57	\$0.00	\$32.42
3	45	\$21.21	\$13.00	\$13.36	\$0.00	\$47.57
4	45	\$21.21	\$13.00	\$13.36	\$0.00	\$47.57
5	50	\$23.57	\$13.00	\$13.73	\$0.00	\$50.30
6	55	\$25.92	\$13.00	\$14.09	\$0.00	\$53.01
7	60	\$28.28	\$13.00	\$14,46	\$0.00	\$55.74
8	65	\$30.63	\$13.00	\$14.83	\$0.00	\$58.46
9	70	\$32.99	\$13.00	\$15.20	\$0.00	\$61.19
10	75	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92
	ive Date - 03/01/2017				Supplemental	
Step	percent	Apprentice Base Wage		Pension	Unemployment	Total Rate
1	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
2	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
3	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
. 4	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
5	50	\$24.17	\$13.00	\$13.75	\$0.00	\$50,92
. 6	55	\$26.58	\$13.00	\$14.11	\$0.00	\$53.69
7	60	\$29.00	\$13.00	\$14.48	\$0.00	\$56.48
8	65	\$31,41	\$13.00	\$14.85	\$0.00	\$59.26
9	70	\$33.83	\$13.00	\$15.22	\$0.00	\$62.05
10	75	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
Notes:				<del></del>		- — — ¬
į	App Prior 1/1/03; 30/35/	40/45/50/55/65/70/75/80				İ
Annre	ntice to Journeyworker F	Ratio:2:3***				

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 8 of 31

Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

	ffective Da ep perc			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	e
1	• •			\$27.93	\$15.28	\$0.00	\$0.00	\$43.2	l
2	55			\$30.72	\$15.28	\$15.71	\$0.00	\$61.7	i
3	65			\$36.31	\$15.28	\$15.71	\$0.00	\$67.3	)
4	70			\$39.10	\$15.28	\$15.71	\$0.00	\$70.0	)
5	80			\$44.69	\$15.28	\$15.71	\$0.00	\$75.6	3
Ne	otes:								
į	Step	s 1-2 are 6 mo	s.; Steps 3-5 are 1 y	ear					
A	pprentice t	to Journeywo	rker Ratio:1:1	<u></u>					
ELEVATOR CON ELEVATOR CONSTRUC				01/01/201	7 \$39.	10 \$15.28	\$ \$15.71	\$0.00	\$70.09
For apprentice rate	s see "Appren	tice - ELEVATO	R CONSTRUCTOR*						
ENCE & GUARI aborers - zone i	) RAIL ER	ECTOR		12/01/201	\$37.	10 \$7.45	\$13.80	\$0.00	\$58.35
For apprentice rate	s see "Appren	tice- LABORER'							
IELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY PERATING ENGINEERS LOCAL 4		11/01/201	5 \$41.:	37 \$10.00	\$15.15	\$0.00	\$66.52		
PERATING ENGINEE	:KS LOCAL 4			05/01/201	7 \$42.5	25 \$10.00	\$15.15	\$0.00	\$67.40
				11/01/201	7 \$42.9	98 \$10.00	\$15.15	\$0.00	\$68.13
				05/01/201	3 \$43.6	59 \$10.00	\$15.15	\$0.00	\$68.84
For apprentice rate									
TELD ENG.PART Perating enginee		, ,	HV Y/HW Y	11/01/201				\$0.00	\$67.97
				05/01/201	7 \$43.			\$0.00	\$68.86
				11/01/201	7 \$44.	44 \$10.00		\$0.00	\$69.59
F		de Open trial	IC PAICINIPEDES	05/01/201	3 \$45.	16 \$10.00	\$15.15	\$0.00	\$70.31
For apprentice rate				11/01/001		20 0100	01616	¢0.00	0.40.10
PERATING ENGINEE			114 1/1144 1	11/01/201	-			\$0.00	\$47.13
				05/01/201				\$0.00	\$47.66
				11/01/201				\$0.00	\$48.08
For apprentice rate	s see "Appren	tice- OPERATIN	G ENGINEERS"	05/01/201	3 \$23.:	36 \$10.0	\$15.15	\$0.00	\$48.51
TRE ALARM INS				09/01/201	5 \$47.	13 \$13.0	317.41	\$0.00	\$77.54
LECTRICIANS LOCAL				03/01/201				\$0.00	\$78.78
				09/01/201				\$0.00	\$79.76
				03/01/201				\$0.00	\$80.99
								\$0.00	\$82.22
				. 09/01/201	•		•	\$0.00	,
Far appropriate rate	s see "Anpron	tice- ELECTRIC	IAN"	03/01/201	\$52.	87 \$13.0	\$17.59	φ <b>υ.υ</b> υ	\$83.46

Classification

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 9 of 31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	09/01/2016	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92
/ COMMISSIONING ELECTRICIANS	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
For apprentice rates see "Apprentice-TELECOMMUNICATIONS TECHNICIAN"	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35
FIREMAN (ASST. ENGINEER)	12/01/2016	\$37.65	\$10.00	\$15.25	\$0.00	\$62.90
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
FLAGGER & SIGNALER Laborers - zone i	12/01/2016	\$20.50	\$7.45	\$13.80	\$0.00	\$41.75
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

	Step	ive Date - percent	03/01/2016	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50		\$21.07	\$9.80	\$1.79	\$0.00	\$32.66	
	2	55		\$23.17	\$9.80	\$1.79	\$0.00	\$34.76	
	3	60		\$25.28	\$9.80	\$12.25	\$0.00	\$47.33	
	4	65		\$27.38	\$9.80	\$12.25	\$0.00	\$49.43	
	5	70		\$29.49	\$9.80	\$14.04	\$0.00	\$53.33	
	6	75		\$31.60	\$9.80	\$14.04	\$0.00	\$55.44	
	7	80		\$33.70	\$9.80	\$15.83	\$0.00	\$59.33	
	8	85		\$35.81	\$9.80	\$15.83	\$0.00	\$61.44	
	Notes	Steps are	750 hrs.						
ORK LIFT/C			•	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
PERATING ENC	GINEERS L	OCAL 4		06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	ce rates see '	'Apprentice- C	PÉRATING ENGINEERS*	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentic		NG PLAN	T/HEATERS	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
BENERATOR				06/01/2013	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
For apprentic GENERATOR OPERATING ENC		OCAL 4		06/01/2017	Φ51.00	Q10.00			
ENERATOR	GINEERS L		PPERATING ENGINEERS"	12/01/2017		\$10.00	\$15.25	\$0.00	\$57.80

Issue Date:	01/18/2017	Wage Request Number;	20170118-058	Page 10 of 31

Classification

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31	
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01	
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39	
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76	
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60	
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97	
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35	
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11	
Note	es:						
İ	Steps are 750 hrs.					ĺ	
App	rentice to Journeyworker Ratio:	<u> </u>					
	ER/CRANES/GRADALLS	12/01/2016	5 \$45.38	\$10.00	\$15.25	\$0.00	\$70.63
ATING ENGINEERS	LOCAL 4	06/01/2013	7 \$46.38	\$10.00	\$15.25	\$0.00	\$71.63
		12/01/2011	7 \$47.38	\$10.00	\$15.25	\$0.00	\$72.63

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 11 of 31

	Step	ve Date - 12/01/2016 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	55	\$24.96	\$10.00	\$0.00	\$0.00	\$34.96	
	2	60	\$27.23	\$10.00	\$15.25	\$0.00	\$52.48	
	3	65	\$29.50	\$10.00	\$15.25	\$0.00	\$54.75	
	4	70	\$31.77	\$10.00	\$15.25	\$0.00	\$57.02	
	5	75	\$34.04	\$10.00	\$15.25	\$0.00	\$59.29	
	6	80	\$36.30	\$10.00	\$15.25	\$0.00	\$61.55	
	7	85	\$38.57	\$10.00	\$15.25	\$0.00	\$63.82	
	8	90	\$40.84	\$10.00	\$15.25	\$0.00	\$66,09	
	E 6645	ve Date - 06/01/2017						
	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51	
	2	60	\$27.83	\$10.00	\$15,25	\$0.00	\$53.08	
	3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40	
	4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72	
	5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04	
	6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35	
	7	85	\$39,42	\$10.00	\$15.25	\$0.00	\$64.67	
	8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99	
	Notes:							
	İ						1	
	Appre	ntice to Journeyworker R	io:1:6					
AC (DUCT		CU 17 (	11/01/201	6 \$43.4	0 \$10.70	\$23.07	\$2.32	\$79.49
BIMBIAL #C	MAEND I.C	CALIT-X	02/01/201	7 \$43.7	2 \$11.45	\$23.07	\$2.35	\$80.59
			08/01/201	7 \$44.8	2 \$11.45	\$23.07	\$2.35	\$81.69
For apprentice	rates see "	Apprentice- SHEET METAL WO	02/01/201 KER*	8 \$45.9	7 \$11.45	\$23.07	\$2.35	\$82.84
		CONTROLS)	09/01/201	6 \$47.1	3 \$13.00	\$17.41	\$0.00	\$77.54
CTRICIANS L	JCAL 103		03/01/201	7 \$48.3	3 \$13.00	\$17.45	\$0.00	\$78.78
			09/01/201	7 \$49.2	8 \$13.00	\$17.48	\$0.00	\$79.76
			03/01/201	8 \$50.4	8 \$13.00	\$17.51	\$0,00	\$80.99
			09/01/201	8 \$51.6	7 \$13.00	\$17.55	\$0.00	\$82.22
For apprentice	rates see ".	Apprentice- ELECTRICIAN*	03/01/201	9 \$52.8	7 \$13.00	\$17.59	\$0.00	\$83.46
AC (TESTI	NG ANI	BALANCING - AIR)	11/01/201	6 \$43.4	0 \$10.70	\$23.07	\$2.32	\$79.49
ETMETAL WO	KKERS I.C	CAL 17 - A	02/01/201	7 \$43.7	2 \$11.45	\$23.07	\$2.35	\$80.59
			08/01/201	7 \$44.8	2 \$11.45	\$23.07	\$2.35	\$81.69
			02/01/201	8 \$45.9	7 \$11.45	\$23.07	\$2.35	\$82.84
For apprentice	rates see ".	Apprentice- SHEET METAL WO	KER"					

Classification		Effective Da	te Base Wage	Health		Supplemental Unemployment	Total Rate
,	ND BALANCING -WATER)	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
PIPEFITTERS LOCAL 53	7	03/01/2017	7 \$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates s	ce "Apprentice- PIPEFITTER" or "PLUMB	ER/PIPEFITTER*					·
HVAC MECHANIC		09/01/2016	5 \$50.19	\$9.70	\$18.14	\$0.00	\$78.03
PIPEFITTERS LOCAL 53	7	03/01/2017	7 \$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates s	ee "Apprentice- PIPEFITTER" or "PLUMB		ψ51,17	\$5.70	4-01-1	40.00	Q17.03
HYDRAULIC DRIL	LS	12/01/2016	\$37.60	\$7.45	\$13.80	\$0.00	\$58.85
For apprentice rates s	ee "Apprentice- LABORER"						
INSULATOR (PIPE		09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
HEAT & FROST INSULA:	FORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
		09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
		09/01/2019	\$51.84	\$11.75	\$14,20	\$0.00	\$77.79
Effe	orentice - ASBESTOS INSULATO ective Date - 09/01/2016				Supplementa		
Ster	percent	Apprentice Base Wage	Health	Pension	Unemploymen	Total Rate	;
1	50	\$22,55	\$11.75	\$10.45	\$0.00	\$44.75	
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00	)
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26	i
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52	!
Effe	ective Date - 09/01/2017				Supplemental		
Ster	percent	Apprentice Base Wage	Health	Pension	Unemployment		;
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75	1
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20	)

Apprentice to Journeyworker Ratio:1:4			. — — -			_
IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2016	\$44.05	\$7.80	\$20.85	\$0.00	\$72.70
IRONWORKERS LOCAL / (BOSTON AREA)	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30

\$32.96

\$37.67

\$11.75

\$11.75

\$11.95

\$12.70

\$0.00

\$0.00

\$56.66

\$62.12

3

70

80

Steps are 1 year

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 13 of 31

Ster	ective Date -	09/16/2016	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60		\$26.43	\$7.80	\$20.85	\$0.00	\$55.08	
2	70		\$30.84	\$7.80	\$20.85	\$0.00	\$59.49	
3	75		.\$33.04	\$7.80	\$20.85	\$0.00	\$61.69	
4	80		\$35.24	\$7.80	\$20.85	\$0.00	\$63.89	
5	85		\$37.44	\$7.80	\$20.85	\$0.00	\$66.09	
6	90		\$39.65	\$7.80	\$20.85	\$0.00	\$68.30	
Effe Step	ective Date -	03/16/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60		\$26.79	\$7.80	\$20.85	\$0.00	\$55.44	
2	70		\$31.26	\$7.80	\$20.85	\$0.00	\$59.91	
3	75		\$33,49	\$7.80	\$20.85	\$0.00	\$62.14	
4	80		\$35.72	\$7.80	\$20,85	\$0.00	\$64.37	
5	85		\$37.95	\$7.80	\$20.85	\$0.00	\$66.60	
6	90		\$40.19	\$7.80	\$20.85	\$0.00	\$68.84	
Not	** Struct	ural 1:6; Ornamental 1:4						
HAMMER & I	PAVING BR	EAKER OPERATOR	12/01/2010	5 \$37.10	\$7.45	\$13.80	\$0.00	\$58.35
		LABORER"						

		ntice - <i>LABORER - Zo.</i> ve Date - 12/01/2016					Supplemental		
	Step	percent	Apprenti	ce Base Wage	Health	Pension	Unemployment	Total Rate	;
	1	60		\$22.11	\$7.45	\$13.80	\$0.00	\$43.36	i
	2	70		\$25.80	\$7.45	\$13.80	\$0.00	\$47.05	i
	3	80		\$29.48	\$7.45	\$13.80	\$0.00	\$50.73	1
	4	90		\$33.17	\$7.45	\$13.80	\$0.00	\$54.42	!
	Notes:								
	İ							ì	
	Appre	ntice to Journeyworker	Ratio:1:5						
LABORER: C.		ER TENDER		12/01/2010	6 \$36.8	5 \$7.45	\$13.80	\$0.00	\$58.10
For apprentic	rates see	'Apprentice- LABORER"							
LABORER: CI LABORERS - ZON		FINISHER TENDER		12/01/2010	6 \$36.8	5 \$7.45	\$13.80	\$0.00	\$58.10
Issue Date:	01/18/20		Wage Request Numbe	er: 201701	18-058				Page 14 of 31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"					ouemproyment	
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 1	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1	12/01/2016	\$36.85	\$7.45	\$13.80	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 1	12/01/2016	\$36.85	\$7.45	\$13.80	\$0.00	\$58.10
This classification applies to all tree work associated with the removal of standing tre a utility company for the purpose of operation, maintenance or repair of utility comp					s not done for	
LASER BEAM OPERATOR LABORERS - ZONE 1	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$38.78	\$10.18	\$18.24	\$0.00	\$67.20

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

	[-]								
		ive Date -	08/01/2016	Assessation Date Mana	1714.	Pension	Supplemental Unemployment	T-4-1 D-4-	
	Step	percent		Apprentice Base Wage				Total Rate	
	1	50		\$19.39	\$10.18	\$17.78	\$0.00	\$47.35	
	2	60		\$23.27	\$10.18	\$17.78	\$0.00	\$51.23	
	3	70		\$27.15	\$10.18	\$17.78	\$0.00	\$55.11	
	4	80		\$31.02	\$10.18	\$17.78	\$0.00	\$58.98	
	5	90		\$34.90	\$10.18	\$17.78	\$0.00	\$62.86	
	Effect	ive Date -	02/01/2017				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$19.39	\$10.18	\$18.24	\$0.00	\$47.81	
	2	60		\$23.27	\$10.18	\$18.24	\$0.00	\$51.69	
	3	70		\$27.15	\$10.18	\$18.24	\$0.00	\$55,57	
	4	80		\$31.02	\$10.18	\$18.24	\$0.00	\$59.44	
	5	90		\$34.90	\$10.18	\$18.24	\$0.00	\$63.32	
	Notes:								
								i	
	Appré	ntice to Jo	urneyworker Ratio:1:3						
		ILELAYEI	RS & TERRAZZO MECH	08/01/2016	6 \$50.80	\$10.18	\$19.22	\$0.00	\$80.20
ALAI ENG L	OCAL J - M	MINDLE (X III	.c	02/01/2013	7 \$50.80	\$10.18	\$19.79	\$0.00	\$80.77

\$50.80 \$10.18 \$19.79 \$0.00

\$80.77

Issue Date: 01/18/2017 Page 15 of 31

02/01/2017

12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
12/01/2017	\$46.92	\$10.00	\$15,25	\$0.00	\$72.17
04/01/2015	\$37.64	\$9.80	\$16.21	\$0.00	\$63.65
-	06/01/2017 12/01/2017 12/01/2016 06/01/2017 12/01/2017	06/01/2017 \$45.93 12/01/2017 \$46.92 12/01/2016 \$44.94 06/01/2017 \$45.93 12/01/2017 \$46.92	06/01/2017 \$45.93 \$10.00 12/01/2017 \$46.92 \$10.00 12/01/2016 \$44.94 \$10.00 06/01/2017 \$45.93 \$10.00 12/01/2017 \$46.92 \$10.00	06/01/2017     \$45.93     \$10.00     \$15.25       12/01/2017     \$46.92     \$10.00     \$15.25       12/01/2016     \$44.94     \$10.00     \$15.25       06/01/2017     \$45.93     \$10.00     \$15.25       12/01/2017     \$46.92     \$10.00     \$15.25       12/01/2017     \$46.92     \$10.00     \$15.25	06/01/2017     \$45.93     \$10.00     \$15.25     \$0.00       12/01/2017     \$46.92     \$10.00     \$15.25     \$0.00       12/01/2016     \$44.94     \$10.00     \$15.25     \$0.00       06/01/2017     \$45.93     \$10.00     \$15.25     \$0.00       12/01/2017     \$46.92     \$10.00     \$15.25     \$0.00

Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	55	\$20.70	\$9.80	\$4.48	\$0.00	\$34.98
2	65	\$24.47	\$9.80	\$13.36	\$0.00	\$47.63
3	75	\$28.23	\$9.80	\$14.18	\$0.00	\$52.21
4	85	\$31.99	\$9.80	\$14.99	\$0.00	\$56.78

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 16 of 31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER LABORERS - ZONE 1	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2016	\$22.96	\$10.00	\$15.25	\$0.00	\$48.21
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
For apprentice rates see "Apprentice-OPERATING ENGINEERS"	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
OILER (TRUCK CRANES, GRADALLS)	12/01/2016	\$26.94	\$10.00	\$15.25	\$0.00	\$52.19
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Ef	fective Date	- 01/01/2017				Supplemental	
St	ep percen	t	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55		\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60		\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65		\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70		\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75		\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80		\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90		\$46.27	\$7.85	\$15.44	\$0.00	\$69.56
No	otes:						
	Steps a	re 750 hrs.					
A	pprentice to	Journeyworker Ratio:1:1					
INTER (SPRAY	OR SANDI	BLAST, NEW) *	01/01/201	7 \$42.31	\$7.85	\$16.10 \$6	0.00 \$66.26

<sup>\*</sup> If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 17 of 31

Effecti Step	ve Date ~ 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14,44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37
Notes:					. — — — —	
İ	Steps are 750 hrs.					1
Appre	stice to Journeyworker Ratio;1:	1				· <del></del>
INTER (SPRAY OR	SANDBLAST, REPAINT)	01/01/201	7 \$40.:	37 \$7.85	\$16.10	\$0.00 \$64.32

Appro	entice - PAINTER Local 35 Z	one 2 - Spray/Sandblast - Repaint					
Effect Step	ive Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04	
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71	
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06	
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41	
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22	
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57	
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92	
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62	
Notes							
į	Steps are 750 hrs.					i	
Appr	entice to Journeyworker Ratio	D:1:1					
AINTER (TRAFFIC BORERS - ZONE I	MARKINGS)	12/01/2016	\$36.85	\$7.45	\$13.80	\$0.00	\$58.10
For Apprentice rates see	"Apprentice- LABORER"						
AINTER / TAPER (E	RUSH, NEW) *	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 18 of 31 Issue Date: 01/18/2017 Page 18 of 31

\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Effecti Step	ve Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20,46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75 .	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11
Notes:	Steps are 750 hrs.	-				
Appre	ntice to Journeyworker Ratio	:1:1		. — — —		
INTER / TAPER (BI		01/01/2017	7 \$38.	97 \$7.85	\$16.10	\$62.92

Classification

Step	tive Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	•
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.3	ŀ
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94	1
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22	2
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50	)
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24	ļ
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52	)
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80	)
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.30	5
Notes	:						
i	Steps are 750 hrs.					i	
Appr	entice to Journeyworker Ra	fio:1:1 — — — — — —					
ANEL & PICKUP T AMSTERS JOINT COUN		12/01/201	6 \$33.08	\$10.91	\$10.89	\$0.00	\$54.88
ECK) Le driver local 56 (2	ONSTRUCTOR (UNDERPIN ONE 1) "Apprentice- PILE DRIVER"	NING AND 08/01/201	5 \$42.04	\$9.80	\$19.23	\$0.00	\$71.07
LE DRIVER E DRIVER LOCAL 56 (2	ONE II	08/01/201	5 \$42.04	\$9.80	\$19.23	\$0.00	\$71.07

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 19 of 31

Apprentice to Journeyworker Ratio:1:3			·			_
PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
FIFEFII IERO LOCAL 337	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03

	Step	ve Date - percent	09/01/2016	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	40		\$20.08	\$9.70	\$7.50	\$0.00	\$37.28	
	2	45		\$22.59	\$9.70	\$18.14	\$0.00	\$50.43	
	3	60		\$30.11	\$9.70	\$18.14	\$0.00	\$57.95	
	4	70		\$35.13	\$9.70	\$18.14	\$0.00	\$62.97	
	5	80		\$40.15	\$9.70	\$18.14	\$0.00	\$67.99	
	Effecti	ve Date -	03/01/2017				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	40		\$20.48	\$9.70	\$7.50	\$0.00	\$37.68	
	2	45		\$23.04	\$9.70	\$18.14	\$0.00	\$50.88	
	3	60		\$30.71	\$9.70	\$18.14	\$0.00	\$58.55	
	4	70		\$35.83	\$9.70	\$18.14	\$0.00	\$63.67	
	5	80		\$40.95	\$9.70	\$18.14	\$0.00	\$68.79	
	Notes:	· — — ·							
	Ĺ_		15; 1:10 thereafter / Steps C Mechanic **1:1;1:2;2:4	; are 1 yr. ;3:6;4:8;5:10;6:12;7:14;8:11	7;9:20;10:23(1	Max)			
	Appre	ntice to Jo	urneyworker Ratio:**						
ELAYER ORERS - ZON	E 1			12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice	rates see "	Apprentice- I	ABORER"						
UMBERS &				09/01/2016	\$51.69	\$11.32	\$15.46	\$0.00	\$78.47
JMBERS & GA	SHITTERS	LOCAL 12		03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47

	1	•		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
		35		\$18.09	\$11.32	\$5.74	\$0.00	\$35.15	
	2	40		\$20.68	\$11.32	\$6.49	\$0.00	\$38.49	
	3	55		\$28.43	\$11.32	\$8.73	\$0.00	\$48.48	
	4	65		\$33.60	\$11.32	\$10.23	\$0.00	\$55.15	
	5	75		\$38.77	\$11.32	\$11.72	\$0.00	\$61.81	
	Effecti	ve Date -	03/01/2017				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	35		\$18.44	\$11.32	\$5.74	\$0.00	\$35.50	
	2	40		\$21.08	\$11.32	\$6.49	\$0.00	\$38.89	
	3	55		\$28.98	\$11.32	\$8.73	\$0.00	\$49.03	
	4	65		\$34.25	\$11.32	\$10.23	\$0.00	\$55.80	
	5	75		\$39.52	\$11.32	\$11.72	\$0.00	\$62.56	
	Notes:	** 1:2: 2:	6; 3:10; 4:14; 5:19/Steps are	- — — — — — — 1 vr					
	Appres	Step4 wit	h lic\$58.50 Step5 with lic\$6	•				<u>-</u>	
EUMATIC (			-	00/01/201	6 650.16	60.70	\$18,14	\$0.00	\$78.03
EFITTERS LOC	'AL 537	•	•	09/01/201 03/01/201			\$18.14	\$0.00	\$79.03
For apprentice EUMATIC I BORERS - ZONE	ORILL/I		PEFITTER" of "PLUMBER/PIPE RATOR	12/01/201	6 \$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice			ABORER"						
WDERMAN ORERS - ZONE		STER		12/01/201	6 \$37.85	\$7.45	\$13.80	\$0.00	\$59.10
For apprentice	rates see ".	Apprentice- L	ABORER"						
WER SHOV			ENCHING MACHINE	12/01/201	6 \$45.38	\$10.00	\$15.25	\$0.00	\$70.63
ERATING ENGI.	NEERS LC	CAL 1		06/01/201	7 \$46.38	\$10.00	\$15.25	\$0.00	\$71.63
				12/01/201	7 \$47.38	\$10.00	\$15.25	\$0.00	\$72.63
			PERATING ENGINEERS"						
MP OPERA' ERATING ENGL			)	12/01/201	6 \$45.38	\$10.00	\$15.25	\$0.00	\$70.63
		,		06/01/201			\$15.25	\$0.00	\$71.63
For any	eaton "	Appropriate C	DED ATIMO ENGINEEDO»	12/01/201	7 \$47.38	\$10.00	\$15.25	\$0.00	\$72.63
			PERATING ENGINEERS" NG, OTHER)	10/01/22*	C 00111	. 610.00	\$15.25	¢Λ 00	Ø57 10
ERATING ENGL			iio, Oilibio	12/01/201			\$15.25 \$15.25	\$0.00	\$56.42
				06/01/201			\$15.25 \$15.25	\$0.00	\$57.11
For apprentice	rates see ".	Apprentice- C	PERATING ENGINEERS"	12/01/201	7 \$32.55	\$10.00	\$15.25	\$0.00	\$57.80
			ERS after 4/30/10	07/01/201	6 \$28.03	\$ \$8.23	\$9.31	\$0.00	\$45.57
			MSTERS LOCAL 25b	05/01/201			\$9.72	\$0.00	\$46.13
				07/01/201			\$9.72	\$0.00	\$46.38
				07/01/201	ı \$∠8.18	\$8,48	97.12	g0.00	<b>40.38</b>

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER	07/01/2016	\$29.33	\$8.23	\$9.31	\$0.00	\$46.87
TEAMSTERS LOCAL 25b	05/01/2017	\$29.48	\$8.23	\$9.72	\$0.00	\$47.43
	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
RESIDENTIAL WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Residential Wood)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER **	10/01/2016	\$25.69	\$7.07	\$7.18	\$0.00	\$39.94
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do	04/01/2017	\$26.31	\$7.07	\$7.18	\$0.00	\$40.56
not exceed four stories including the basement. CARPENTERS - ZONE	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
2 (Residential Wood)	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88

 $\frac{10/01/2019}{10/01/2019} \quad \$28.63 \quad \$7.07 \quad \$7.18 \quad \$0.00$  As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effectiv	e Date -	10/01/2016				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	60		\$15.41	\$7.07	\$0.00	\$0.00	\$22.48
2	60		\$15.41	\$7.07	\$0.00	\$0.00	\$22.48
3	65		\$16.70	\$7.07	\$7.18	\$0.00	\$30.95
4	70		\$17.98	\$7.07	\$7.18	\$0.00	\$32.23
5	75		\$19.27	\$7.07	\$7.18	\$0.00	\$33.52
6	80		\$20.55	\$7.07	\$7.18	\$0.00	\$34.80
7	85		\$21.84	\$7.07	\$7.18	\$0.00	\$36.09
8	90		\$23.12	\$7.07	\$7.18	\$0.00	\$37.37
Effectiv	e Date -	04/01/2017				Supplemental	
step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	60		\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
2	60		\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
3	65		\$17.10	\$7.07	\$7.18	\$0.00	\$31.35
4	70		\$18.42	\$7.07	\$7.18	\$0.00	\$32.67
5	75		\$19.73	\$7.07	\$7.18	\$0.00	\$33.98
6	80		\$21.05	\$7.07	\$7.18	\$0.00	\$35.30
7	85		\$22.36	\$7.07	\$7.18	\$0.00	\$36.61
8	90		\$23.68	\$7.07	\$7.18	\$0.00	\$37.93
Notes:					_ — — —		

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 22 of 31

Classification	ı			Effective Da	te Base Wag	e Health		Supplemental Unemployment	Total Rate
UDE-ON MC ABORERS - ZON		D BUGGY	OPERATOR	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentic									
ROLLER/SPR PPERATING ENC			NG MACHINE	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	JII 12 JI 10 II 0			06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
For apprentic	e rates see "	Apprentice. (	OPERATING ENGINEERS"	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
			ng &Roofer Damproofg)	08/01/2016	\$41.11	\$11.00	\$13.00	\$0.00	\$65.11
OOFERS LOCAL			-8	02/01/2013		\$11.00	\$13.00	\$0.00	\$66.26
				08/01/2017		\$11.00	\$13.00	\$0.00	\$67.36
				02/01/2018		\$11.00	\$13.00	\$0.00	\$68.51
				08/01/2018		\$11.00	\$13.00	\$0.00	\$69.61
				02/01/2019		\$11.00	\$13.00	\$0.00	\$70.76
		ntice - RO ve Date -	OOFER - Local 33 08/01/2016						
	Step	percent		Apprentice Base Wage	Health	Pension	Supplementa Unemploymen		
	1	50		\$20.56	\$11.00	\$3.44	\$0.00	\$35.00	
	2	60		\$24.67	\$11.00	\$13.00	\$0.00		
	3	65		\$26.72	\$11.00	\$13.00	\$0.00	\$50.72	
	4	75		\$30.83	\$11.00	\$13.00	\$0.00		
	5	85		\$34.94	\$11.00	\$13.00	\$0.00		
	Effecti Step	ve Date -	02/01/2017	Apprentice Base Wage	Health	Pension	Supplementa Unemploymen		
	1	50 .	*********	\$21.13	\$11.00	\$3.44	\$0.00	\$35.57	
	2	60		\$25.36	\$11.00	\$13.00	\$0.00		
	3	65		\$27.47	\$11.00	\$13.00	\$0.00		
	4	75		\$31.70	\$11.00	\$13.00	\$0.00		
	5	85		\$35.92	\$11.00	\$13.00	\$0.00		
		Step 1 is (Hot Pitcl	5-10, the 1:10; Reroofing: 1: 2000 hrs.; Steps 2-5 are 100 h Mechanics' receive \$1.00 urneyworker Ratio:**	0 hrs.					
OOFER SLA			AST CONCRETE	08/01/2016	5 \$41.36	\$11.00	\$13.00	\$0.00	\$65.36
OOFERS LOCAL				02/01/2013		\$11.00	\$13.00	\$0.00	\$66.51
				08/01/2017		\$11.00	\$13.00	\$0.00	\$67.61
				02/01/2018		\$11.00	\$13.00	\$0.00	\$68.76
				08/01/2018		\$11.00	\$13.00	\$0.00	\$69.86
				02/01/2019		\$11.00	\$13.00	\$0.00	\$71.01
For apprentic	ce rates see *	Apprentice - I	ROOFER*						
HEETMETA				11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
HEETMETAL W	OKKERS LC	r_AL 17 • A		02/01/2017	\$43.72	\$11.45	\$23.07	\$2.35	\$80.59
				08/01/2017	\$44.82	\$11.45	\$23.07	\$2.35	\$81.69
				02/01/2018	\$45.97	\$11.45	\$23.07	\$2.35	\$82.84
	01/18/201		W D	est Number: 201701					age 23 of 3

Pension

Step	ive Date - percent	11/01/2016	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$17.36	\$10.70	\$5.24	\$0.00	\$33.30
2	40		\$17.36	\$10.70	\$5.24	\$0.00	\$33,30
3	45		\$19.53	\$10.70	\$10.31	\$1.22	\$41.76
4	45		\$19.53	\$10.70	\$10.31	\$1.22	\$41.76
5	50		\$21.70	\$10.70	\$11.21	\$1.31	\$44.92
6	50		\$21.70	\$10.70	\$11.46	\$1.32	\$45.18
7	60		\$26.04	\$10.70	\$13.02	\$1.49	\$51.25
8	65		\$28.21	\$10.70	\$13.93	\$1.59	\$54.43
9	75		\$32.55	\$10.70	\$15.74	\$1.77	\$60.76
10	85		\$36.89	\$10.70	\$17.05	\$1.94	\$66.58
Effect	ive Date -	02/01/2017				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
l	40		\$17.49	\$11.45	\$5.24	\$0.00	\$34.18
	40		\$17.49	\$11.45	\$5.24	\$0.00	\$34.18
2	10		810.67	\$11.45	\$10.31	\$1.24	\$42.67
3	45		\$19.67	\$11.43	\$10.51	91.24	Φ42.07
			\$19.67 \$19.67	\$11.45	\$10.31	\$1.24	\$42.67
3	45						
3 4	45 45		\$19.67	\$11.45	\$10.31	\$1.24	\$42.67
3 4 5	45 45 50		\$19.67 \$21.86	\$11.45 \$11.45	\$10.31 \$11.21	\$1.24 \$1.34	\$42.67 \$45.86
3 4 5 6	45 45 50 50		\$19.67 \$21.86 \$21.86	\$11.45 \$11.45 \$11.45	\$10.31 \$11.21 \$11.46	\$1.24 \$1.34 \$1.34	\$42.67 \$45.86 \$46.11
3 4 5 6 7	45 45 50 50 60		\$19.67 \$21.86 \$21.86 \$26.23	\$11.45 \$11.45 \$11.45 \$11.45	\$10.31 \$11.21 \$11.46 \$13.02	\$1.24 \$1.34 \$1.34 \$1.52	\$42.67 \$45.86 \$46.11 \$52.22
3 4 5 6 7 8	45 45 50 50 60 65		\$19.67 \$21.86 \$21.86 \$26.23 \$28.42	\$11.45 \$11.45 \$11.45 \$11.45 \$11.45	\$10.31 \$11.21 \$11.46 \$13.02 \$13.93	\$1.24 \$1,34 \$1.34 \$1.52 \$1.61	\$42.67 \$45.86 \$46.11 \$52.22 \$55.41

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						4

 
 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 24 of 31 Classification

-	-	GN ERECTOR - Local 35 2	Zone 2					
Ef Ste	fective Date - ep percent	06/01/2013	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	e
1	50		\$12.91	\$7.07	\$0.00	\$0.00	\$19.9	8
2	55		\$14.20	\$7.07	\$2.45	\$0.00	\$23.7	2
3	60		\$15.49	\$7.07	\$2.45	\$0.00	\$25.0	1
4	65		\$16.78	\$7.07	\$2.45	\$0.00	\$26.3	0
5	70		\$18.07	\$7.07	\$7.05	\$0.00	\$32.1	9
. 6	75		\$19.36	\$7.07	\$7.05	\$0.00	\$33.4	8
7	80		\$20.65	\$7.07	\$7.05	\$0.00	\$34.7	7
. 8	85		\$21.94	\$7.07	\$7.05	\$0.00	\$36.0	6
9	90		\$23.23	\$7.07	\$7.05	\$0.00	\$37.3	5
No								
i	Steps are	4 mos.					j	
A	prentice to Jo	urneyworker Ratio:1:1						
SPECIALIZED EA TEAMSTERS JOINT CO		G EQUIP < 35 TONS NE A	12/01/2016	5 \$33.54	\$10.91	\$10.89	\$0.00	\$55.34
SPECIALIZED EA		G EQUIP > 35 TONS NE A	12/01/2010	5 \$33.83	3 \$10.91	\$10.89	\$0.00	\$55.63
SPRINKLER FITT			01/01/201′	7 \$55.08	8 \$8.77	\$17.20	\$0.00	\$81.05
SPRINKLER FITTERS L	OCAL 550 - (Section	on A) Zone 1	03/01/201	7 \$56.08	8 \$8.77	\$17.20	\$0.00	\$82.05

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 25 of 31

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

	Step	ve Date - 01/01/201 percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	35		\$19.28	\$8.52	\$8.70	\$0.00	\$36.50	
	2	40		\$22.03	\$8.52	\$8.70	\$0.00	\$39.25	
	3	45		\$24.79	\$8.52	\$8.70	\$0.00	\$42.01	
	4	50		\$27.54	\$8.52	\$8.70	\$0.00	\$44.76	
	5	55		\$30.29	\$8.52	\$8.70	\$0.00	\$47.51	
	6	60		\$33.05	\$8.52	\$10.20	\$0.00	\$51.77	
	7	65		\$35.80	\$8.52	\$10.20	\$0.00	\$54.52	
	8	70		\$38.56	\$8.52	\$10.20	\$0.00	\$57.28	
	9	75		\$41.31	\$8.52	\$10.20	\$0.00	\$60.03	
	10	80		\$44.06	\$8.52	\$10.20	\$0.00	\$62.78	
	Effecti	ve Date - 03/01/201					Supplemental		
	Step	percent	A	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	35		\$19.63	\$8.52	\$8.70	\$0.00	\$36.85	
	2	40		\$22.43	\$8.52	\$8.70	\$0.00	\$39.65	
	3	45		\$25.24	\$8.52	\$8.70	\$0.00	\$42.46	
	4	50		\$28.04	\$8.52	\$8.70	\$0.00	\$45.26	
	5	55		\$30.84	\$8.52	\$8.70	\$0.00	\$48.06	
	6	60		\$33.65	\$8.52	\$10.20	\$0.00	\$52.37	
	7	65		\$36.45	\$8.52	\$10.20	\$0.00	\$55.17	
	8	70		\$39.26	\$8.52	\$10.20	\$0.00	\$57.98	
	9	75		\$42.06	\$8.52	\$10.20	\$0.00	\$60.78	
	10	80		\$44.86	\$8.52	\$10.20	\$0.00	\$63.58	
	Notes:	Apprentice entered pr 40/45/50/55/60/65/70 Steps are 850 hours							
	Appre	ntice to Journeywork	er Ratio:1:3			. — — —			
EAM BOIL				12/01/2010	\$44.9	94 \$10.00	\$15.25	\$0.00	\$70.19
ERATING ENG	HNEERS LO	CAL 4		06/01/2017	\$45.9	\$10.00	\$15.25	\$0.00	\$71.18
				12/01/2017	\$46.9	92 \$10.00	\$15.25	\$0.00	\$72.17
		Apprentice- OPERATING E							
.MPERS, SI ERATING ENG		PELLED OR TRACT OCAL 4	OR DRAWN	12/01/2016				\$0.00	\$70.19
				06/01/2017				\$0.00	\$71.18
For apprentic	a ratao caa "	Apprentice- OPERATING E	MGINEERS"	12/01/2017	\$46.9	92 \$10.00	\$15.25	\$0.00	\$72.17
		ON TECHNICIAN	MOINTERNO	00/01/001/	. 625	. 612.00	\$15.57	\$0.00	ec2 02
CTRICIANS L		or recinican		09/01/2016				\$0.00	\$63.92
				03/01/2017 09/01/2017				\$0.00	\$64.85 \$65.58
				03/01/2018				\$0.00	\$66.51
								\$0.00	
				09/01/2018 03/01/2019				\$0.00	\$67.42 \$68.35
				03/01/2013	457.0	015.00	¥	/	100,00

\$79.67

Step	ive Date - percent	09/01/2016	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40		\$14.14	\$13.00	\$0.42	\$0.00	\$27.56	
2	40		\$14.14	\$13.00	\$0.42	\$0.00	\$27.56	
3	45		\$15.91	\$13.00	\$11.53	\$0.00	\$40.44	
4	45		\$15.91	\$13.00	\$11.53	\$0.00	\$40.44	
5	50		\$17.68	\$13.00	\$11.80	\$0.00	\$42.48	
6	55		\$19.44	\$13.00	\$12.07	\$0.00	\$44.51	
7	60		\$21,21	\$13.00	\$12.36	\$0.00	\$46.57	
8	65		\$22.98	\$13.00	\$12.63	\$0.00	\$48.61	
9	70		\$24.75	\$13.00	\$13.91	\$0.00	\$51.66	
10	75		\$26.51	\$13.00	\$14.19	\$0.00	\$53.70	
Effect	ive Date -	03/01/2017				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	40		\$14.50	\$13.00	\$0.44	\$0.00	\$27.94	
2	40		\$14.50	\$13.00	\$0.44	\$0.00	\$27.94	
3	45		\$16.31	\$13.00	\$12.54	\$0.00	\$41.85	
4	45		\$16.31	\$13.00	\$12.54	\$0.00	\$41.85	
5	50		\$18.13	\$13.00	\$12.81	\$0.00	\$43.94	
. 6	55		\$19.94	\$13.00	\$13.09	\$0.00	\$46.03	
7	60		\$21.75	\$13.00	\$13.37	\$0.00	\$48.12	
8	65		\$23.56	\$13.00	\$13.65	\$0.00	\$50.21	
9	70		\$25.38	\$13.00	\$13.93	\$0.00	\$52.31	
10	75		\$27.19	\$13.00	\$14.21	\$0.00	\$54.40	
Notes								
ı							İ	
!								

Issue Date:	01/18/2017	Wage Request Number:	20170118-058	Page 27 of 31

02/01/2017

\$49.70 \$10.18 \$19.79 \$0.00

Issue Date: 01/18/2017

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

20170118-058

Page 28 of 31

Wage Request Number:

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR LABORERS - ZONE 1	12/01/2016	\$37.10	\$7.45	\$13.80	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15,25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2017	Ψ+7.50	\$10,00	910.20	\$0.00	\$72.05
WATER METER INSTALLER	09/01/2016	\$51,69	\$11.32	\$15.46	\$0.00	\$78.47
PLUMBERS & GASFITTERS LOCAL 12	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBI		002.00	Q11.00	*******		<b>477.17</b>
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone)	08/28/2016	\$26,61	\$7.50	\$1.80	\$0.00	\$35.91
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice-LINEMAN"						
CABLEMAN (Underground Ducts & Cables)	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55,73
For apprentice rates see "Apprentice- LINEMAN"	***************************************	400.10	Ψ1110	*	*****	400175
DRIVER / GROUNDMAN CDL	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$31.66	\$7.75	\$9,44	\$0.00	\$48.85
For apprentice rates see "Apprentice-LINEMAN"	03/03/2017	\$51.00	Ψ1.75	•	40.00	\$10.00
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	924.00	\$1.15	91.75	30.00	φ54.56
EQUIPMENT OPERATOR (Class A CDL)	08/28/2016	\$37.70	\$7.50	\$12,95	\$0.00	\$58.15
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice-LINEMAN"	09/03/2017	930.43	\$1.15	\$15.01	30.00	339.01
EQUIPMENT OPERATOR (Class B CDL)	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10,21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$33.92	\$1.13	\$10,21	30.00	\$31.00
GROUNDMAN	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104				\$1.75	\$0.00	
For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$24.88	\$7.75	\$1.73	\$0.00	\$34.38
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104					•	
For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
JOURNEYMAN LINEMAN	08/28/2016	\$44,35	\$7.50	\$15.83	\$0.00	\$67.68
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104		,				
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 29 of 31

Ster	ective Date -	08/28/2016	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60		\$26.61	\$7.50	\$3,30	\$0.00	\$37.41	
2	65		\$28.83	\$7.50	\$3.36	\$0.00	\$39.69	
3	70		\$31.05	\$7.50	\$3.43	\$0.00	\$41.98	
4	75		\$33.26	\$7.50	\$5.00	\$0.00	\$45.76	
5	80		\$35.48	\$7.50	\$5.06	\$0.00	\$48.04	
6	85		\$37.70	\$7.50	\$5.13	\$0.00	\$50.33	
7	90		\$39.92	\$7.50	\$7.20	\$0.00	\$54.62	
Effe	ective Date -	09/03/2017				Supplemental		
Ster	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	60		\$27.14	\$7.75	\$3.31	\$0.00	\$38.20	
2	65		\$29.40	\$7.75	\$3.38	\$0.00	\$40.53	
3	70		\$31.66	\$7.75	\$3,45	\$0.00	\$42.86	
4	75		\$33.92	\$7.75	\$5.02	\$0.00	\$46.69	
5	80		\$36.18	\$7.75	\$5.09	\$0.00	\$49.02	
6	85		\$38.45	\$7.75	\$5.15	\$0.00	\$51.35	
7	90		\$40.71	\$7.75	\$7.22	\$0.00	\$55.68	
Not	es:							
į							ļ	
Apı	rentice to Jo	urneyworker Ratio:1:2						
LEDATA CABLI ISIDE ELECTRICAL		T I.OCAL 104	01/01/2016	5 \$28.9	8 \$4.25	\$3.12	\$0.00	\$36.35
LEDATA LINEM		IENT OPERATOR TLOCAL 104	01/01/2010	5 \$27.3	1 \$4.25	\$3.07	\$0.00	\$34.63
LEDATA WIREN		LER/TECHNICIAN TLOCAL 104	01/01/2016	\$27.3	1 \$4.25	\$3.07	\$0.00	\$34.63
EE TRIMMER SIDE ELECTRICAL	WORKERS - EAS	T LOCAL 104	01/31/2016	5 \$18.5	1 \$3.55	\$0.00	\$0.00	\$22.06
	g, or repairing the	work done: (a) for a utility compan tutility company's equipment, and						
EE TRIMMER G	ROUNDMAI	1	01/31/2016	5 \$16.3	2 \$3.55	\$0.00	\$0.00	\$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (e) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

 Issue Date:
 01/18/2017
 Wage Request Number:
 20170118-058
 Page 30 of 31

Supplemental Total Rate Classification Effective Date Base Wage Health Pension Unemployment

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. e. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- \*\* Multiple ratios are listed in the comment field.

  \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

  \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Issue Date: 01/18/2017 Wage Request Number: 20170118-058 Page 31 of 31

# The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27

#### NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- > The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

## NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- > The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

# WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

#### STATEMENT OF COMPLIANCE

		, 2017
I.		
(Name of signatory party) (Title)		
do hereby state:		
That I pay or supervise the payment of the persons employ	yed by	
on the	·	
(Contractor, subcontractor or public body) and that all mechanics and apprentices, teamsters, chauffe said project have been paid in accordance with wages deteor sections twenty-six and twenty-seven of chapter one hudeneral Laws.	ermined under the provisions	
	Signature	
	<del></del>	
	Title	

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

# WEEKLY PAYROLL REPORT FORM

	×			0
	Awarding Auth.:		Project Name:	Company Name:
Employer Signature:		List Prime Contractor:	Subcontractor	Prime Contractor

Print Name & Title:

						Employee Name & Address	
		u				Work Classification	
				S			
				Ζ			
				H		Hou	
				W		Hours Worked	
				H		ked	
				T			
				S			
						Tot. Hrs.	(A)
						Hourly Base Wage	(B)
					(C) Health & Welfare		Employ
					(D) Pension		Employer Contributions
					(E) Supp. Unemp		tions
						Hourly Total Wage (prev. wage)	(F)
	J.					Weekly Total Amount	(G)

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

#### **CITY OF NEWTON**

# POLICE DEPARTMENT

## **SCOPE OF WORK**

# **FIRING RANGE EQUIPMENT**

#### 1. DESCRIPTION OF PROPOSAL

Removal of Existing Caswell Target Retrieval System, Shooting Stalls, Master Controller and Steel Bullet Trap

3 Lane Fixed Position Range

25 yard Shooting Distance - Rifle Grade

Shooting stalls for 3 lanes with ballistic panels (minimum of top half clear)

Wireless Target Retrieval System

Local Lane Controller at Each Lane

Programmable Master Controller

360° Turning Target

Granulated Rubber Bullet Trap

Quote should include Product, Shipping and Factory Installation

The installation shall be under the direct supervision of the firing range equipment manufacturer.

#### 2. <u>SUBSTITUTIONS</u>

<u>Minor</u> variations in design to accommodate manufacturer's standard products are acceptable with client approval <u>prior</u> to bidding. No variations are permissible in quality, performance capabilities or material specified.

Major variations in design or operation of equipment require submittal of a list of substitutions including explanation for the owner's approval <u>prior</u> to bid.

Variations in design or operation of equipment require submittal of a list of the substitutions. Include a detailed individual line item compliance certification and detailed explanation of any /all deviations. This information must be submitted & received by the Owner for review and approval – prior to the bid date.

All substitution proposals shall list all proposed equipment and services - (item-by-item) - with detailed explanations stating why the items are equal to the specified item. Proposals with substitutions shall include the manufacturer's specifications, cut sheets, and other data needed to demonstrate compliance with the specified requirements.

# 3. <u>DELIVERY, STORAGE AND HANDLING</u>

Deliver all equipment.

Inspect equipment upon delivery for damage. Minor damages may be repaired, provided the finish items are equal in all respects to new work and acceptable to the owner/architect; otherwise, remove and replace damaged items immediately.

## 4. GUARANTEE

Equipment shall be fully guaranteed against defects in workmanship and materials for a period of one (1) year from the date of substantial completion of this project.

The manufacturer shall instruct the Owner as to the proper operation and maintenance of the equipment at time of acceptance of the work.

# 5. BID

This proposal will be bid on Removal of existing Caswell Target Retrieval System, Shooting Stalls, Master Controller and Steel Bullet Trap. It also includes the Product, Shipping and Factory Installation. The City of Newton will select the bid(s) that is best for the City and follows Purchasing Guidelines.

#### EXISTING RANGE EQUIPMENT CLEANING / DEMO

- 1. Contractor providing the existing equipment cleaning & removal services shall have established programs and if requested, shall submit prior to the start of work, a copy of the following OSHA requirements and other related items:
  - Respiratory Protection Program endorsed by a Certified Industrial Hygienist
  - Medical Surveillance Program
  - Evidence of medical examinations for all workers, including a physicians
  - Statement indicating the employee is fit to conduct this type of work.
  - Certificates of worker training.
  - Reference list demonstrating at least 10 previous projects of similar scope and a minimum of five years of experience in this type of work.

Contractor is responsible for complying with all applicable federal, state, and local regulations pertaining to this scope of work including, but not limited to:

29 CFR 1910.1025 29CFR 1926.62 29 CFR 1910.134 40 CFR Parts 261-265

- 2. Contractor shall provide customer with commercial/general liability, workman's compensation and no less than one million dollars in lead pollution liability coverage.
- 3. Owner to provide contractor with their Federal (USEPA) EPA #.
- 4. Package and dispose of (1) 55 gallon drum of decontamination supplies and personal protective equipment, as lead contaminated hazardous waste created by this project.
- 5. Contractor is responsible for providing a dumpster for the debris.
- 6. Primary Demo work outline:
  - Clean / dismantle / remove and dispose of the existing Target System, Shooting Stalls, and Bullet Trap.

# **EQUIPMENT DETAILS:**

#### A. TARGET RETRIEVAL SYSTEMS

- 1) Removal of existing Caswell Retrieval System.
- 2) Installation of new Retrieval System.
- 3) The Target Conveying Systems shall consist of a rail track, system suspension supports, docking station, (local) Lane Controller (LC) and carrier.
- 4) The target system will have the capability
  - i) Of the carrier stopping at various distances down range as specified by the Lane Controller (LC).
  - ii) The units of travel distance measurement can be selected from: feet, yard or meter increments.
  - iii) The Target Carrier shall have selectable preset travel speed capabilities and must incorporate a soft start / soft stop speed feature.
  - iv) To accurately position itself within 1" of the commanded transport position.
  - v) Of target head rotating through 360 deg. to right or left, and presenting target as foe/friend/edge
- 5) The target carrier shall consist of: carrier body, lower carrier target holder assembly and an electronic control module.
- 6) The carrier body shall be a durable fabricated unit.
- 7) The front face of the target carrier (Protective prow) shall be positioned at no more than 35 degrees from horizontal to deflect misdirected shots down. The main target control components shall be housed within the target carrier.
- 8) The primary frontal section of the target carrier body shall be fabricated from 3/8" AR500 Armor plate. Other frontal sections that protect the turning shaft components must also be angled no greater than 35 degrees and fabricated from AR500 Armor plate.
- 9) The side panels of the target carrier body shall be fabricated from a minimum 14 Gauge steel and must have its lower portions angled slightly inwards / down, to enhance downrange redirection of errant impacts.
- 10) An on-board lithium ion battery shall power the carrier unit. The battery shall automatically be charged whenever the carrier returns to the home position and self-parks into the automatic docking station. Battery shall also have quick connections for charging via a separate charger.
- 11) The target carrier shall have an on-board microprocessor to control carrier operations that communicates wirelessly with the Lane Controller (LC).
- 12) For linear positional accuracy, the carrier shall have sensors that will measure relative position and speed of the carrier, as well as a home sensor. These sensors will communicate with the on-board processor.

- 13) To provide 360° target presentations, a DC gear motor shall be located on the carrier assembly. The target holder deflectors shall be fabricated from AR500 Armor plate and have adjustable tension jaws and depth adjustable teeth that perforate and grip the target and backer.
- 14) The target carrier shall house a protected target illumination light fixture. This fixture shall provide a minimum of 100 lumens of illumination and shall be adjustable for levels of brightness. The carrier light can also be programmed to provide a multiple flash sequence to simulate return fire / muzzle flash from a target.
- 15) The track shall be assembled from a minimum of 12 gauge steel and be able to be attached to overhead support grippers. Thinner gauge Materials or the use of open box channel type / U shaped track designs that can collect lead, brass and other debris are not acceptable. Track sections shall be mechanically joined and the support grippers shall provide one inch (1") of vertical adjustment.
- 16) No cables or wires shall extend past the firing line. The rail shall not be electrified for target movement or target turning power or control needs.
- 17) The Lane controller will have a touch screen interface. The unit is designed for non-condensing humidity / indoor applications.
- 18) Carrier body will simply slide on / off track/rail to allow service or replacement. No cables, wires, connections or additional carrier hardware removal required. The tracks far (butts) end will include a mechanical emergency stop device which can be easily removed if a carrier must be removed from the track rail.
- 19) All operating controls and features, including course programming, can be accessed through the touch screen Local Controller interface.

#### **Target systems features:**

- Track rails must be a completely closed design 12 Ga. steel.
- Target carrier must have onboard power supply and wireless control Track must not be electrified nor utilize bus bars/ feed rails/ cables or other devices for power or control signal delivery.
- Target carrier transport must be self-propelled. Target system cannot use a fixed overhead drive motor located above the shooters head for target transport.
- Target carrier power supply must be lithium ion battery.
- Each target lane must have an integral self-engaging docking station at the firing line for battery recharge. Systems that require manual hook-up to a charger are not acceptable.
- Target Carrier batteries must be accessible for service and replaceable by operator/owner
- Target system carrier must incorporate an integral light for target illumination.
  - Target light must provide selectable levels of illumination
  - Target light must be programmable to simulate muzzle flash.
  - Target light that provides simulated muzzle flash, blue strobe lights is preferred.

- Target carrier's gripper assembly must be able to accommodate varying target & cardboard backer thicknesses.
- Target carrier's side panels are made from minimum 14 gauge steel, and allow access to internal components for service/repair.

#### MASTER CONTROL CONSOLE

- 1. <u>General Description</u> A master control shall be furnished to provide manual and automatic (programmed scenario) operation of the target system.
  - 1.1 The master control console shall consist of the necessary hardware and software components necessary to carry out the functions described in this specification.
- 2. <u>Functional description</u> The master control console has the ability to provide the below listed functions, but shall be limited to the capabilities of the specific equipment outlined within this division of work:
  - 2.1 Manually or automatically control the full gamut of potential functions of all target types listed in the Bill of Material including face-left, face-right, random face, conceal, re-expose last face, target illumination, and target movements such as downrange positioning and return for monorail target retrieval systems.
  - 2.2 Allow entry (creation), editing, permanent storage, retrieval, execution and deletion of conventional courses of fire (one shooter/one target) as well as advanced programs (one shooter/multiple targets).
  - 2.3 Permit starting, stopping, pausing, continuing, and restarting preprogrammed courses and scenarios.
  - 2.4 Stop course/scenario in progress in the event of an emergency determined by the operator or automatically upon an encroachment into the secure area protected by the optional firing line security system.
  - 2.5 Download stored programs to selected individual (local) control units.
  - 2.6 Allow the writing of programmed scenarios to perform automatic, timed target operation.
  - 2.7 Sections of programs can be skipped, repeated and executed individually.
  - 2.8 Provide on-line help through a HELP menu.
  - 2.9 Providing the following menu items as a minimum:
    - 2.9.1 Controls select the various target devices and target control functions
    - 2.9.2 Program controls all program functions including buttons for Run, Pause, Reset, Step and Close buttons and displays for Status, Elapsed Time, Step, Instruction, Comment, Delay and Cycle.

- 2.9.3 Signals controls signal light and range master call functions
- 2.9.4 Security controls firing line functions
- 2.9.5 Help on-line help system functions

## **B. SHOOTING STALLS**

- 1. Removal of 3 existing Caswell Shooting Stalls
- 2. Installation of 3 new Shooting Stalls
- 3. Stalls shall have clear ballistic panels on the separation barriers that allow view through a minimum of the top half of the partitions.
- 4. The stall panels should be rated at ATI Class 2, capable of stopping rifle rounds
- 5. The stalls should have a movable shelf and a preference of swinging barricades.

#### C. GRANULATED RUBBER BULLET TRAP

- 1. Removal of existing steel bullet trap
- 2. Installation of new Granulated Rubber Bullet Trap
- 3. Trap should be suitable to contain rounds of various rimfire and centerfire calibers for handguns, sub machineguns, rifles, and shotguns (slugs and OO buck).
- 4. Structure should be constructed of steel.
- 5. Trap should be modular in design and with parts able to fit through normal doorway.

#### D. EXECUTION/INSTALLATION

- 1. Install in exact accordance with manufacturer's instructions and submittals.
- 2. Provide installation by the equipment manufacturer.
- 3. Install all components in a rigid secure manner.
- 4. At installation completion, provide the services of a representative of the firearms training equipment to demonstrate proper operation and maintenance training of the complete system.
- 5. Follow-up courtesy services / training visit (Qty-1) from a factory trained Service technician for the target systems shall be included in bid and conducted within the 1<sup>st</sup> year after installation.
- 6. Equipment provider to rework the existing electrical (power & control wiring) for hook-up of the new systems. Any finish work, such as painting, sealing, suspended ceilings, and/or acoustical treatments not included within this division of work written specifications shall be the owner's and /or GC's responsibility.
- 7. Range is approximately 15 feet 2 inches wide by 8 feet 4 ½ inches high. Existing 25 yard lanes with steel bullet trap.

#### **END OF SECTION**